## REMARKS

In the Final Office Action mailed June 28, 2005, all of pending claims 1-12, 18-23, and 34-42 were rejected. In this response, Applicant respectfully traverses the rejection, and requests reconsideration of the present application in view of the arguments below.

### Rejection Under 35 U.S.C. § 102

The Examiner rejected claims 1-12 and 18-23 under 35 U.S.C. § 102 (b) as being unpatentable over U.S. Patent No. 5,894,266 to Wood, Jr. et al. (herein "Wood"). Applicant respectfully traverses the rejection. Of the pending and rejected claims, claims 1, 18, 34 and 42 are independent.

Anticipation under Section 102 can be found only if a single reference shows exactly what is claimed. *Titanium Metals Corp. v. Banner*, 778 F.2d 775, 227 U.S.P.Q. 773 (Fed. Cir. 1985). For a prior art reference to anticipate under Section 102, every element of the claimed invention must be identically shown in a single reference. *In re Bond*, 910 F.2d 831, 15 U.S.P.Q.2d 1566 (Fed. Cir. 1990). To maintain a proper rejection under Section 102, a single reference must teach each and every element or step of the rejected claim. *Atlas Powder v. E.I. du Pont*, 750 F.2d 1569 (Fed. Cir. 1984). Thus, if the claims recite even one element not found in the cited reference, the reference does not anticipate the claimed invention.

In the rejection of independent claims 1 and 18, the Examiner asserted that Wood discloses all of the recited features. Specifically, the Examiner asserted that the "programmable interface" of the claims corresponds to the remote intelligent communications device 14 of Wood, while the "programming system" of the claims corresponds to the host controller 10 of Wood. In addition, the Examiner relied upon certain passages of Wood to assert that it discloses that the interface may communicate with different devices "using different communication protocols," as recited in claims 1 and 18.

Despite the Examiner's assertions, however, Applicant respectfully asserts that the rejection is deficient at least because Wood does not disclose all of the recited features. For example, Wood does not disclose "a programming system selectively coupleable to the interface *to enable a wireless communication system user to program the interface to communicate with any one of a plurality of devices using different communication protocols* to communicate data," as recited in claim 1. Similarly, Wood does not disclose an "interface [that] is programmable by a wireless communication system user *to enable the interface to communicate with an asset and a transmitter using different communication protocols*," as recited in claim 18. Hence, Wood does not and cannot anticipate the subject matter of independent claims 1 and 18.

***Wood does not suggest an interface that can communicate with different devices.***

As a preliminary matter, claims 1 and 18 are based upon a system architecture in which different devices use different communications protocols. Due to such variety in protocols, the claimed interface is programmable to enable wireless communication via the different protocols.

The only "device" taught by Wood is device 14. The primary means of communication for the device is a modem 54, or an alternative modem 80. In the passages pointed out by the Examiner (see discussion below), the only element that is configured is the modem. Thus, following the Examiner's analysis, the modem (e.g., modem 80) necessarily would need to correspond to the claimed interface.

However, in terms of the recitations of claims 1 and 18, Wood *fails even to suggest that the modem would or could be used to communicate with different devices*. Indeed, the modem in Wood is part and parcel of the device 14 itself. If the modem is configurable to communicate with different devices, certainly Wood does not say so.

There is simply no teaching in Wood for utilizing, or configuring the modems for use with different devices.

***Wood assumes a single "appropriate" protocol.***

The Examiner asserted that Wood discloses an interface that uses different communication protocols to communicate with one of a plurality of devices. In support of this position, the Examiner relied upon a specific passage of Wood, which is set forth below:

> In addition, microcontroller 60 controls operation of alternative modem port 80 for selectively interfacing with the alternative modem device 54. Preferably, the interface between microcontroller 60 and modem 54 is an RS-232 digital interface. In such conditions, microcontroller 60 enables the alternative modem port for external communications, and configures (104 of FIG. 8) the alternative data modem for an appropriate baud rate, e.g. 2400, 4800, or 9600 bits per second.
>
> One method of enabling and configuring modem 54 involves sending an appropriate command and accompanying configuration data to the remote intelligent communications device 14 by way of the primary RF interface 18. Microcontroller 60 interprets the command appropriately and enables the alternative modem port 80 by forwarding appropriate configuration data to an associated control register (not shown) within the remote intelligent communications device 14. Additionally, microcontroller 60 forwards the appropriate configuration data, *as might be associated with the desired baud rate and appropriate communications protocol,* to modem 54 for enabling proper communications with host 10.
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> Wood, Jr. et al., col. 7, lines 42-64, (Emphasis added).

This passage simply describes the use of an alternative modem port 80 to provide a modem 54 with configuration data, "as might be associated with the desired baud rate and associated communications protocol." One skilled in the art could only presume

from the passage, and indeed from the entire Wood disclosure, that the modem would be subject to certain settings, as all modems are. The "appropriate" protocol is not described at all, nor is any potential to select or accommodate different protocols of different devices. As noted above, Wood does not foresee such different devices, so provides no teaching of programming to accommodate different protocols accordingly.

Moreover, one skilled in the art would more likely conclude from Wood that baud rate and other settings would be dictated by the "appropriate protocol" already present in the modem. Certainly, in teaching simply that "configuration data" is forwarded to the modem, Wood does not even suggest enabling the modem to communicate using one of a plurality of protocols for different devices as claimed. Consequently, Wood at best, teaches the use of a single communication protocol, not the use of multiple protocols.

***Wood does not foresee installing a protocol wirelessly.***

By assuming the existence of a communications protocol used to adjust the baud rate of a modem, Wood fails to disclose a protocol that is installed wirelessly. Further, the Examiner states that Wood discloses data sent to a:

> remote intelligent communications device for enabling retrieval of stored measurement data and navigation data from the memory of the remote intelligent communications device.
>
> Wood, col. 2, lines 23-26.

Accordingly, Wood fails to disclose *communications protocols* in accordance with retrieving particular measurement or navigation data (emphasis added). Thus, Wood is not concerned with a communication system comprising a programmable interface used to communicate with an asset and a transmitter using different *communication protocols*, as recited by the claims (emphasis added).

***Wood does not provide for wirelessly programming an interface in accordance with a communication protocol.***

In relying on a passage of Wood at col. 7, lines 44, 45, the Examiner seems to assert that Wood discloses an interface between a microcontroller 60 and a modem 54. Applicant would remind the Examiner that the interface of claims 1 and 18 can only correspond to the modem itself (and not to any "interface" link between them, which is not itself programmable, as required). Accordingly, Wood simply discloses communication components such as an RS-232 link that is used to communicate between the microcontroller and the modem. Nowhere does Wood disclose a programming system selectively couplable to the *interface (i.e., the modem)* to enable a wireless communication system user to program the interface to communicate with any one of devices using different *communication protocols* to communicated data, as recited by the claims. As such, the passage relied upon by the Examiner is devoid of and fails to disclose or suggest all of the recited features of independent claims 1 and 18.

Accordingly, in view of the remarks set forth above, Applicant respectfully submits that a *prima facie* case of anticipation by Wood cannot be supported against claims 1 and 18. Therefore, Applicant respectfully requests the Examiner withdraw this rejection and allows the pending claims 1-12 and 18-23.

**The Rejection Under 35 U.S.C. § 103**

The Examiner rejected claims 34-42 under 35 U.S.C. § 103 as being rendered obvious by Wood in view of U.S. Patent Application No. 2002/0057340A1 to Fernandez et al. (herein "Fernandez"). Of these, claims 34 and 42 are independent.

The Applicant respectfully traverses the rejection. The burden of establishing a *prima facie* case of obviousness falls on the Examiner. *Ex parte Wolters and Kuypers*, 214 U.S.P.Q. 735 (PTO Bd. App. 1979). Obviousness cannot be established by combining the teachings of the prior art to produce the claimed invention absent some

teaching or suggestion supporting the combination. *ACS Hospital Systems, Inc. v. Montefiore Hospital*, 732 F.2d 1572, 1577, 221 U.S.P.Q. 929, 933 (Fed. Cir. 1984). Accordingly, to establish a *prima facie* case, the Examiner must not only show that the combination includes *all* of the claimed elements, but also a convincing line of reason as to why one of ordinary skill in the art would have found the claimed invention to have been obvious in light of the teachings of the references. *Ex parte Clapp*, 227 U.S.P.Q. 972 (B.P.A.I. 1985). When prior art references require a selected combination to render obvious a subsequent invention, there must be some reason for the combination other than the hindsight gained from the invention itself, i.e., something in the prior art as a whole must suggest the desirability, and thus the obviousness, of making the combination. *Uniroyal Inc. v. Rudkin-Wiley Corp.*, 837 F.2d 1044, 5 U.S.P.Q.2d 1434 (Fed. Cir. 1988).

Obviousness cannot be established by combining the teachings of the prior art to produce the claimed invention absent some teaching or suggestion supporting the combination. *ACS Hospital Systems, Inc. v. Montefiore Hospital*, 732 F.2d 1572, 1577, 221 U.S.P.Q. 929, 933 (Fed. Cir. 1984). One cannot use hindsight reconstruction to pick and choose among isolated disclosures in the prior art to deprecate the claimed invention. *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q.2d 1596 (Fed. Cir. 1988).

In the rejection of claims 34-42, the Examiner asserted that Wood discloses a "programmable interface" that communicates with "a plurality of devices", and that Fernandez discloses "medical devices (such as wheel chair, heart monitor, or imaging station)." Accordingly, the Examiner asserts that Wood and Fernandez are combinable to render the claims obvious.

Applicant respectfully submit that the rejection of claims 32-42 under Section 103 is defective for at least the reasons set forth above with respect to the rejection of

independent claims 1 and 18 under Section 102. That is, neither Wood nor the supporting reference Fernandez discloses a programming system configured to program a programmable interface to communicate with any one of a plurality of medical devices associated with a medical facility using different communication protocols, as recited in claim 34. Further, neither Wood nor Fernandez discloses an interface electrically coupled between a medical asset and a transmitter to communicate asset data to the transmitter for transmission as a portion of the second signal, as recited in claim 42.. Wood and Fernandez also fail to disclose an interface which is programmable by a user to enable communication with any of a plurality of medical assets and a transmitter using different communication protocols, as recited in claim 42.

Accordingly, the combination of Wood and Fernandez cannot render the Applicant's claims obvious. Therefore, the Applicant respectfully asserts that the rejections of claims 32-42 under Section 103 should be withdrawn.

**Conclusion**

In view of the remarks and amendments set forth above, Applicant respectfully requests allowance of the pending claims 1-12 and 18-23 and 34-42. If the Examiner believes that a telephonic interview will help speed this application toward issuance, the Examiner is invited to contact the undersigned at the telephone number listed below.

Respectfully submitted,

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